



DannLaw  
PO Box 6031040  
Cleveland, OH 44103  
(877) 475-8100

**RESPA INVESTIGATION AND LITIGATION  
ATTORNEY RETAINER AND FEE CONTRACT  
(CLIENT IN BANKRUPTCY)**

Dennis and Sharon Halfpenny  
sharoden@yahoo.com  
630-240-2112

DannLaw works with clients who may have one or more consumer legal issues typically related to a mortgage loan on their home, the collection of a debt, consumer disputes and similar matters. We help people investigate and resolve these problems when possible. This agreement establishes the terms by which we will represent you in one or more such matters.

The address above is our general mailing address for all clients. Please direct any written communication to this address.

Client has been assigned attorneys working at this office: 20 N Clark St, Ste. 3300, Chicago IL 60602

The primary attorney assigned to your matter is: Daniel Solar

The primary paralegal assigned to your matter is: Edward Juhn

Designated Co-Counsel [If any]: Zimmerman Law Offices P.C.

You may reach anyone at the law firm by calling 877-475-8100.

**Matter Description**

The undersigned (referenced herein individually as "Client") employs and retains the law firm DannLaw ("Attorneys") to provide legal services to Client regarding the following matter(s):

Investigation and prosecution of mortgage servicing and credit reporting issues; and

Investigation and prosecution of all other consumer claims which may be identified by Attorneys now or during the course of the representation;

Mortgage Loss Mitigation.

**Retainer Deposit Requirements and Fees**

DannLaw will seek approval to be employed on your behalf pursuant to Fed. Bankr. R. 2016 and any applicable local rule of the Bankruptcy Court prior to beginning work on your case. Client understands he/she is paying \$400.00 as a retainer to DannLaw for the work described in the Matter Description and

all compensation terms will be contained in the Bankruptcy Court's Order Approving DannLaw's Employment.

Once DannLaw has been approved for employment, DannLaw will begin to keep itemized time and expenses related to the prosecution of this matter. Client has agreed that DannLaw may pursue any fees due and owing but may only be collected from the defendant(s) in the matter subject and that compensation to DannLaw is subject to any further approval of the Bankruptcy Court, as necessary.

The current hourly rates for our professionals can be found here:

<https://docs.google.com/document/d/1xQJh87E3azEKcyjcAFWcF1XQxRKb1xpnwM43vzKJGHs/edit?usp=sharing> or by contacting our office.

Rates may change from time to time and any such changes shall be reflected in the linked document.

Each invoice shall reflect time billed at the then-current rates. The amount of work required in any given month is variable. Some months Attorneys will spend more time than others and the amount invoiced to Client may vary greatly.

#### **Investigation and prosecution of mortgage servicing and credit issues**

Attorneys will investigate the servicing history of any mortgage loan and whether the Client's mortgage company has accurately reported information to credit reporting agencies. This investigation involves the use of "requests for information" (which we refer to as "RFIs").

Attorneys' investigation may reveal that the Client's mortgage loan servicer has committed one or more errors related to the servicing of the Client's mortgage loan or in credit reporting. Typically, Attorneys must first inform the loan servicer of the error through a "notice of error" (which we refer to as "NOEs"). We will send NOEs as we deem appropriate to address errors the investigation has revealed. This work will be billed to the Client on an hourly basis as provided herein. In the event that the Client's loan servicer corrects the errors, then Attorneys will have concluded their services in this regard and Attorneys reserve the right, as they may deem necessary, to file an Application for Compensation with the Bankruptcy Court to seek compensation for the work done. Client understands that all compensation to DannLaw, including repayment of the advanced expenses is subject to further approval of the Bankruptcy Court, as necessary.

In the event that the Client's mortgage loan servicer does not correct errors, Attorneys agree to represent Client in the prosecution of any viable claim against the Client's mortgage loan servicer. Once Attorneys have determined that a case is viable and the Client has concurred in Attorney's decision to assert that claim, Attorneys agree to undertake such representation and to prosecute the Client's claim to resolution.

If no settlement or monetary recovery results from Attorneys' work, Client shall not be required to pay Attorneys.

#### **Investigation and prosecution of all other consumer claims which may be identified by Attorneys now or during the course of the representation**

Attorneys' investigation may reveal that Client has claims against others, such as debt collectors, attorneys, mortgage service providers, credit reporting agencies and others. These claims may arise under various consumer federal and state consumer protection or fraud statutes or common law. Once Attorneys have determined that a case is viable and the Client has agreed with Attorney's

recommendation to assert that claim, Attorneys agree to undertake such representation and to prosecute the Client's claim to resolution.

If no settlement or monetary recovery results from Attorneys' work, Client shall not be required to pay Attorneys.

### **Mortgage Loss Mitigation**

In the event that it becomes necessary and appropriate to apply for mortgage loss mitigation options (which includes a request to approve a short sale, a short pay, a deed in lieu, consent foreclosure or "cash for keys"), Client agrees to give DannLaw permission to file a separate Application for Employment with the Bankruptcy Court pursuant to Fed. Bankr. R. 2016 and applicable local Bankruptcy Rule to seek compensation of a flat fee of \$2,500.00 for the services to be provided. Once this Application is approved, including the amount and work to be compensated to DannLaw, by the Court, DannLaw will begin the appropriate work. Attorneys will assist Client in gathering information required to apply for loss mitigation and prepare one complete loss mitigation application and submit that application to the mortgage loan servicer. Client agrees to cooperate fully with Attorneys by promptly providing all requested information. Client agrees that this charge does not pay for services related to any other matter or to any appeal of a denial of loss mitigation or for additional loss mitigation submissions beyond the initial submission or any work required because of Client's failure to provide accurate and timely information.

Services not covered by the flat fee will be subject to a separate fee agreement in which DannLaw will file the appropriate Application for Compensation pursuant to Fed. Bankr. R. 2016 and applicable local Bankruptcy Rule.

### **Statutory Damages, Fees Awards and Non-Monetary Relief**

Client understands that certain types of claims may limit the Client to statutory damages but may require that the defendant pay for attorneys fees and costs incurred. The Client acknowledges and understands that the amount awarded Client may be disproportionate to the fees awarded to Attorneys. Client understands that all compensation to DannLaw is subject to any further approval of the Bankruptcy Court, as necessary.

In certain instances, resolution of a matter may result in payment of fees to Attorneys and non-monetary relief to Client, such as reinstatement of a mortgage loan, correction of erroneous credit reporting, waiver of late fees or charges, write-off of debt, etc. Client acknowledges and understands and agrees to the payment of fees as provided herein notwithstanding the fact that client may receive no monetary compensation. Client understands that all compensation to DannLaw is subject to any further approval of the Bankruptcy Court, as necessary.

### **Expenses**

Client agrees that Client is legally responsible for all expenses reasonably incurred by Attorneys to investigate, raise errors and prosecute any claim, and that Attorneys will seek reimbursement for these expenses from the Defendant(s) in any litigation pursued under this agreement. Expenses which may be incurred by Attorneys include: filing fees, service-of-process, mediation, depositions, expert witness fees, subpoenas, trial exhibits, office expenses (e.g., travel, photocopying, postage, legal research), and all other out-of-pocket expenses that reasonably may be incurred to prosecute Client's claims. Client understands that all compensation to DannLaw, including repayment of the advanced expenses is subject

to further approval of the Bankruptcy Court, as necessary.

#### **Termination of Agreement by Client**

Client has the right to terminate this agreement and "fire" Attorneys at any time. Attorneys will have to obtain court approval to withdraw if suit has been filed. Should Client terminate the relationship with the Attorneys before the resolution of any pending matter, Attorneys are entitled to be paid for the value of the work they completed, at the prevailing hourly rate as reflected in the monthly billing statement issued to Client and Attorneys will file an Application for Compensation with the Bankruptcy Court seeking to these fees. Should Client fire Attorneys after an offer of settlement is received, and Client eventually accepts a settlement similar to the offer obtained, Attorneys are entitled to fees the same as if Client had not fired them and Attorneys will file an Application for Compensation with the Bankruptcy Court seeking these fees.

If Client fires Attorneys, Client shall reimburse Attorneys based upon the Order of the Bankruptcy Court for an Application for Compensation filed by the Attorneys. Client understands that all compensation to DannLaw is subject to any further approval of the Bankruptcy Court, as necessary.

#### **Client Responsibilities**

Client agrees that once Attorneys have been retained that all communication between Client and any mortgage loan servicer, attorney, collection agency, or other person or business which is the subject of the matter, must stop. All communication must be through Attorneys. This requirement is for Client's protection. Client agrees to promptly forward any written communication received to Attorneys. Client understands that Client must fully cooperate with Attorneys throughout the course of representation. This includes, without limitation: (i) promptly returning calls; (ii) providing requested information; (iii) appearing when necessary at hearings, depositions or meetings; (iv) not taking action on the case without Attorneys' instruction and approval; (v) not discussing the case with anyone without Attorneys' approval and consent; and (vi) informing Attorneys immediately of any developments related to the case or any changes to Client's current information (i.e., work status, income, home or work address, phone number or e-mail address).

Client understands that Attorneys also have the right to terminate this agreement. Some reasons this might occur are: (i) Client and Attorneys cannot work together; (ii) Client does not cooperate with Attorneys; (iii) Client is not truthful with Attorneys about the case; (iv) Client refuses to accept a settlement that is reasonable; or (v) Client fails to pay any money as agreed. In the event Attorneys must terminate this agreement because of Client's non-compliance, Attorneys shall be entitled to fees for their work completed to date, at the prevailing hourly rate.

#### **Length of Representation**

If suit is filed Attorneys agree to represent Client through the conclusion of a trial, should one become necessary, or through a settlement, should that occur before trial. With Client's authorization Attorneys may file an appeal on Client's behalf in connection with any case filed, but if defendant(s) in any such case files an appeal, Attorneys reserve the right to refuse representation of Client in the appeal at Attorneys' discretion. Client understands that Attorneys shall be permitted to petition for and prosecute any claim for Attorneys' fees and costs, including the taking of an appeal on same. Should any post-judgment interest accrue on a judgment rendered against any defendant(s), Attorneys shall be entitled to the interest on their portion of the judgment and/or fee award, and Client shall be entitled to the interest on Client's portion. Attorneys reserve the right to terminate this agreement if at any time it appears to

Attorneys that Client's claims no longer hold merit.

#### **Miscellaneous**

Attorneys have made no promises about the final outcome of Client's matter, except that Attorneys shall handle their work in a diligent and competent manner.

Attorneys shall not resolve, settle, dispose of, or compromise any Client matter without Client's express consent.

Client understands that Attorneys may retain co-counsel at Attorneys' discretion and share fees with co-counsel as outlined in an addendum to this Agreement, where applicable. Attorneys agree to consult with Client and disclose the terms of any arrangement with co-counsel prior to the retention of such attorney(s).

Client understands that Attorneys do not practice in the area of tax law and that it is Client's responsibility to consult a tax advisor regarding potential tax implications of any settlement or monetary recovery in any matter as all or a portion of any settlement or award may be taxable income, including any amount for Attorneys' fees.

Attorneys are not a credit repair organization or a debt settlement agency, and do not promise to repair Client's credit or settle debts except in the context of a litigated or potentially litigated matter. Client understands that only consumer reporting agencies can make a decision as to whether or not to correct erroneous credit reporting or repair a damaged credit rating.

Should Client and Attorneys mutually agree to amend a term of this agreement, any agreed-upon amendment must be evidenced in writing and signed by both parties.

Client hereby acknowledges having read this agreement fully, understands its terms, and agrees to them. If you do not understand any part of this agreement, do not sign.

Client agrees to pay Attorneys all fees and costs reasonably incurred by Attorneys in any proceeding to enforce the terms of this agreement, including the collection of amounts due for unpaid fees.

Client agrees and consents to lawyers communicating with Client regarding the Client's matter and account by means of electronic communication ("email") to the email address provided by Client, which Client represents is owned by Client. From time to time, lawyer may communicate with Client regarding matters other than the Client's particular matter or account, such as services that the law firm may wish to market to the Client or issues that we find may be of interest to the Client. At any time, Client may withdraw his/her consent by notifying us in writing to cease communication by email.

\*\*\*DannLaw is a "paperless" law firm, and in accordance with that policy, does not retain any original documents. Any original documents client entrusted to us will be returned to you. Further, any documents received from Court, an opposing party, or in relation to the legal services provided, will be scanned and sent to you via email. DannLaw will retain a digital copy of client's file for a period commensurate with all applicable rules, or longer, depending upon the nature and content of client's file. If client requests a copy of the complete file, client will receive a digital copy.

**Client:**

Dennis Halfpenny



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09/11/2019

Sharon Halfpenny



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09/11/2019

**DannLaw:**



09/11/2019

**Co-Counsel Disclosure If Applicable**

Attorneys and Client agree that pursuant to the terms of the fee agreement, the undersigned attorney(s) ("Co-Counsel") has been retained as co-counsel in this matter. DannLaw and Co-Counsel assume joint responsibility in this case. Division of attorneys' fees shall be based on the following formula: a) The firm originating the client shall be entitled to ten percent (10%) of the net collected fees; b) The remaining ninety percent (90%) of the fees shall be divided proportionally based lodestar of hours billed by each firm in any particular case.

**Co-Counsel:**

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Signature on behalf of Designated co-counsel: Zimmerman Law Offices P.C.

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### Document History

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